vious letters to the referees thereon in your journal of the 8th of March.

To Arthur Symonds, Esq.
Registrar of Metropolitan Buildings.

Sir,—I beg leave to address you, and through you the official referees, upon the subject of the award as to alleged irregularities in the case of "——— and Trustees of — ——— Chapel," in respect of which I feel I have just ground of complaint, not on my own account but on behalf of the public; as it is quite clear I was not bound to seek your decision, but having taken up the subject *con amore*, and being in that way a *rara avis*, willing to devote time and cost to develope the truth in any large question of public rights, I was anxious to argue upon facts. I feel, that perhaps I have no right to intrude on you, after having come to a solemn decision upon a case heard before you, nor am I at all desirous to excite a discussion in the shape of a correspondence, as (I say it not ironically, but in sober sadness) I cannot afford to write letters to be received and read at a cost of 5*s.* each, which leads me to the discussion of what I had imagined to be the intention of public officers, liberally remunerated through the medium of a county-rate collected from each inhabitant householder of the districts within the jurisdiction of the Act, viz.: It being an Act expressly for the protection of public rights and benefits, I imagined the court thus appointed to be paid by popular contribution, was intended as an easy mode of carrying out its operations without in costs pressing hardly upon an individual who is in doubt as to the mode of proceeding under a complicated Act and was compelled to appeal for advice to this court. That the contrary is the fact, I would appeal to the costs in my own case of 5*l.* 4*s.* 8*d.* for literally reading three letters and a conference of one hour and a half. To the award itself I object, upon these grounds, and also to the whole proceedings. In your award, you set out the positions in which consent could not be obtained, and then you say, "or that the adjoining owner to whom notice had been given, was not only able to consent, but willing, and did, in fact, consent, or that in fact there was no differences between the parties concerned," your decision being, "Then it will be the duty of the district surveyor to offer either to proceed to the survey in the presence of the parties, if they be present, without prejudice to the matter in question; or to defer making such survey until such matters shall have been determined by the official referees on a reference thereof, according to the provisions of the Metropolitan Buildings Act in that behalf." In your award, you also state, "Yet the district surveyor was not bound to inquire into such matters, but on receipt of the notice of the building owner, he was bound to proceed ministerially so far as the said Metropolitan Buildings Act has specifically prescribed on that behalf." This at once raises the question whether the district surveyor is, or is not, under the direction of the official referees, or if for any, for all purposes. The notice of survey was served late on the Saturday afternoon, to meet on the Tuesday following at twelve. On the Monday, I served notices on the referees, the district surveyor, and the building owner, that we had been, and were consenting parties. We met on the Tuesday, and my reasoning sufficed to restrain the "building owner" and his surveyor from taking any part in the matter; the district surveyor remarking that, whatever his views of my arguments were, he was bound to proceed in obedience to the directions of the official referees. In lieu of exercising the discretion pointed out in your award, he forwards plans and statements of facts (professedly, but so erroneous that a tyro would have disowned them) with knowledge of alleged irregularity. Copies of these are transmitted from you to us, headed "in absence of consent of the adjoining owner, sec. 24."

I distinctly hold that the district surveyor, as our appointed public officer in respect of the fee to be received for superintending the work, is bound to see the Act fairly carried out, and to advise as to the mode. In this particular case it appears to me he was the sole cause of all the ultimate difficulty. I contend it is his duty before sanctioning process to insist upon a declaration that "consent of adjoining owner" cannot be obtained. Thus, your office was moved by the express direction of the district surveyor, and progressed with railroad speed in the face of our objections, distinctly stating we were consenting parties; and, I presume, in accordance with your table of fees, liable to the fee for "supplying want of consent of owners," all the mass of papers received being so headed.

The point for the public to ascertain, therefore, is, upon ground of complaint, whether the referees have any authority over the district surveyors in this case upon my ground of complaint of the short notice given of the meeting. The district surveyor denied your authority to control him; but an authority has been assumed over them in the circular issued as to the course to be taken in respect of matters commenced before the 1st of January, to which authority, with all respect and submission, I demur; as I cannot find even by implication one word in the Act permitting any one to control me in reading a public Act in its common sense; and I quite agree with Mr. Jeremy, the magistrate, that if he had built a mansion before the 1st of January, but had not commenced detached out-buildings and stables necessary to complete for occupation, he would insist upon building them irrespective of the new Act. The frivolous and vexatious cases I now have in hand upon notices from district surveyors, I have advised the parties to resist, and take them into a court of law, most of them being founded on the perversion of the reading of sec. 5, a section that by the greatest ingenuity cannot be strained to apply to works commenced (being buildings erected before the general line of houses, but roofed and covered in) before 1st January. The reason assigned by the district surveyors in the cases alluded to (and as, I understand, sanctioned by your authority) is that sec. 5 states "with regard to every such building hereafter to be built, so far as relates to building the same, and with regard to every such building, either already or hereafter built, so far as relates to the rebuilding or altering the same:—" this can apply only to any such operations commenced after 1st January, as what is termed "enlarging or altering" was a building commenced before 1st January, restrained by no existing law.

If the permissive sec. 2, is ont to be taken as defining what is "already built," I would quote another portion of sec. 5, as against the above reading "subject, nevertheless, to any other rules and directions in this Act, contained in the same behalf." And it must be borne in mind that sec. 5 is merely declaratory; the enactments in each case being referred to the various schedules, when it will be found that such terms as "enlarging or altering" are nowhere to be met with. Every such erection to an existing building (which in common *parlance* would be termed "enlarging or altering)," is treated of in the Act as a building *per se*, regulated in its construction according to its rate by area and height; if such an erection be therefore for the future deemed a building, it follows that a similar erection commenced before 1st January must also be a "building already built," protected by sec. 2.

I have the honour to be, &c.,
GREENWAY ROBINS.

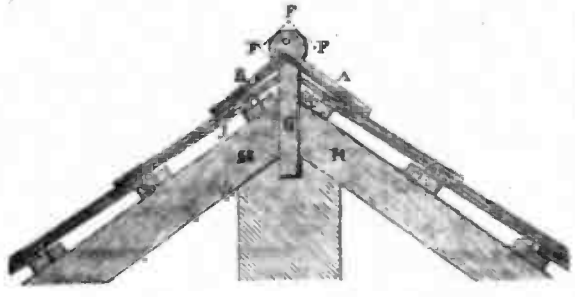
[Relative to the sum of 15*l.* 11*s.* 8*d.* charged by the referees for an award, referred to by our correspondent, we felt bound to make inquiries, and are in a position to state, that the largeness of the amount in this case was caused by the proceedings of the parties themselves. The referees profess themselves to be, and we believe them, anxious to keep down the expense of application to them.

We have already (page 133) stated our opinion at some length, that necessary parts of buildings commenced before the 1st of last January, such as shop-fronts, bows, porches, being part of the original design, although these may be still undone, are not within the control of the Act, and do not authorize the demand of a notice by the district surveyor, if completed before January next. In a case now before us professionally, the district surveyor has called on the builder of a house which was roofed in before last January, to give him notice (in other words a fee), *before he completes the porch*, although this is as much a part of the original design as the chimney-stacks, and, in the eyes of the law, as we said of shop-fronts, is *already up*,—part of it indeed actually was carried up with the front wall of the house last year. The demand is so preposterous, that we cannot think it will be persevered in: if it be, we shall of course resist it to the utmost, and have no doubt as to the result.—ED.]

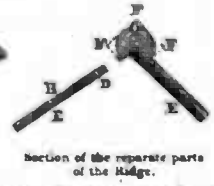
WILLIAMS'S PATENT SLATE RIDGES AND HIPS.

THE annexed engravings will serve to explain the construction of a very efficient slate ridge, the cost of which will be found in our advertizing columns.

In order to put on the patent ridge properly, the wood ridge piece should be kept up about an inch clear of the slating, and bevelled off on each side, so that the upper edge of the under part of the slate-ridge should bear solid on the bevel of the wood-ridge, the lower end will then bear tight on the slating when screwed on. The part of the slate-ridge which has the roll should be bedded on the other in oil cement.



Perspective View of the Ridge.



Section of the separate parts of the Ridge.

The roll part is secured by a small copper bolt, placed into a hole in the end of the roll made for that purpose. But when the ridge is small, it is necessary to screw the part that has the roll to the wood-ridge, as a bolt in the end would not be sufficient. The screw-holes should be filled with oil cement first, then screwed, and the head of the screw filled up with the oil cement.

A. Ridge side with roller.
B. Do. loose, to fit under do.
C. Pin-hole in the end of the roller.
D. Screw-hole to fasten the under piece to the ridge.
E E. Rabbet-joints.
F F. The dotted part shows the form of the square top.

ABSTRACTION AND SALE OF A FONT COVER.—A report having been generally circulated throughout the parish of St. Martin's-in-the-fields, that the curiously carved mahogany cover of the font, which had been for some time missed from the edifice, had been traced to a broker's shop in Drury lane, where it was exposed for sale for 30*s.*, an investigation took place, when, at a vestry meeting held a few days since, one of the churchwardens admitted that he had sold it, as he considered it to be a piece of useless lumber, which had been lying for years in the vaults of the church, and its use unknown or disregarded until it had been seen at the broker's to whom it had been sold.

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